



**SPECIAL CALLED MEETING OF THE MADISONVILLE, KENTUCKY CITY COUNCIL
COMMUNITY ROOM/BESHEAR BUILDING, MADISONVILLE COMMUNITY COLLEGE,
2000 COLLEGE DRIVE, MADISONVILLE, KY 42431**

August 16, 2021 at 4:30 PM

AGENDA

- 1. CALL TO ORDER BY MAYOR KEVIN COTTON**
- 2. PLEDGE OF ALLEGIANCE**
- 3. INVOCATION**
- 4. ROLL CALL**
- 5. APPROVAL OF MINUTES**
 - A. City Council - Regular Meeting - Aug 2, 2021 4:30 PM
- 6. APPROVAL OF MINUTES**
 1. City Council - Special Called Meeting - Aug 11, 2021 11:30 AM
- 7. APPROVAL OF BILLS AND PAYROLL**
 - A. Bills & Payroll
- 8. DEPARTMENT REPORTS**
 - A. Fire Department Report
- 9. NEW BUSINESS**
 - A. Resolutions**
 - A. Resolution to declare Receipt Printers as Surplus
 - B. SURPLUS OF FOUR MACK TRUCKS
 - C. Accept Bid for WasteWater Pump
 - D. Accept Bid for Septage Receiving Station
 - E. RESOLUTION FOR SUPPLEMENTAL RESIDENTIAL DEVELOPMENT INCENTIVES
 - F. Accept the offer to sell the surplus property located at 900 & 912 South Main Street, Madisonville, Kentucky
- 10. ITEM FOR DISCUSSION**
 - A. Request for Sugg Street to be closed for various dates
- 11. ADJOURNMENT**

Our Mission: To deliver the necessary government services to the citizens of Madisonville in the most effective and cost-efficient manner possible.

Our Core Values: Integrity, Professionalism, Excellence, Service, Commitment, and People



**REGULAR MEETING OF THE MADISONVILLE, KENTUCKY CITY COUNCIL
CITY COUNCIL CHAMBERS, 77 NORTH MAIN ST, MADISONVILLE, KY 42431**

August 2, 2021 at 4:30 PM

MINUTES

1. **CALL TO ORDER BY MAYOR KEVIN COTTON**
2. **PLEDGE OF ALLEGIANCE**
3. **INVOCATION**
4. **ROLL CALL**

Attendee Name	Title	Status	Arrived
Kevin Cotton	Mayor	Present	
Misty Cavanaugh	Ward 1	Present	
Tony Space	Ward 2	Present	
Adam Townsend	Ward 3	Present	
Amy Cruz	Ward 4	Present	
Frank Stevenson	Ward 5	Present	
Chad Menser	Ward 6	Present	

5. **APPROVAL OF MINUTES**

RESULT: ADOPTED [UNANIMOUS]
MOVER: Frank Stevenson, Ward 5
SECONDER: Tony Space, Ward 2
AYES: Cavanaugh, Space, Townsend, Cruz, Stevenson, Menser

A. City Council - Regular Meeting - Jul 6, 2021 4:30 PM

6. **APPROVAL OF BILLS AND PAYROLL**

A. Bills & Payroll

RESULT: APPROVED [UNANIMOUS]
MOVER: Adam Townsend, Ward 3
SECONDER: Frank Stevenson, Ward 5
AYES: Cavanaugh, Space, Townsend, Cruz, Stevenson, Menser

7. **DEPARTMENT REPORTS**

A. Police Department Report

8. **NEW BUSINESS**

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Minutes Acceptance: Minutes of Aug 2, 2021 4:30 PM (Approval of Minutes)

A. Resolutions

- A. Authorization of the implementation of a partial tank drain backwash aeration operating system and membrane trane #4 with Suez Water Technologies through non-competitive negotiation

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Adam Townsend, Ward 3
SECONDER:	Tony Space, Ward 2
AYES:	Cavanaugh, Space, Townsend, Cruz, Stevenson, Menser

- B. Resolution to authorize Mayor Kevin Cotton to execute Deeds for Midtown Boulevard Extension

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Frank Stevenson, Ward 5
SECONDER:	Misty Cavanaugh, Ward 1
AYES:	Cavanaugh, Space, Townsend, Cruz, Stevenson, Menser

- C. Permission to declare lots as surplus property

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Tony Space, Ward 2
SECONDER:	Amy Cruz, Ward 4
AYES:	Cavanaugh, Space, Townsend, Cruz, Stevenson, Menser

9. MUNICIPAL ORDERS

- A. APPOINTMENT OF TANYA BOWMAN TO THE CITY OF MADISONVILLE BOARD OF ETHICS

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Tony Space, Ward 2
SECONDER:	Chad Menser, Ward 6
AYES:	Cavanaugh, Space, Townsend, Cruz, Stevenson, Menser

- B. REAPPOINTMENT OF DEBBIE ALLEN TO THE TREE BOARD

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Adam Townsend, Ward 3
SECONDER:	Chad Menser, Ward 6
AYES:	Cavanaugh, Space, Townsend, Cruz, Stevenson, Menser

- C. Appointment of Chuck Shockley to the Board of Ethics

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RESULT: ADOPTED [UNANIMOUS]
MOVER: Adam Townsend, Ward 3
SECONDER: Frank Stevenson, Ward 5
AYES: Cavanaugh, Space, Townsend, Cruz, Stevenson, Menser

D. Executive Order

E. EXECUTIVE ORDER RELATING TO THE APPOINTMENT OF MARVIN HIGHTOWER TO THE HOPKINS COUNTY JOINT PLANNING COMMISSION

10. ITEM FOR DISCUSSION

1. Utility Connection for Water Service

RESULT: ADOPTED [UNANIMOUS]
MOVER: Tony Space, Ward 2
SECONDER: Frank Stevenson, Ward 5
AYES: Cavanaugh, Space, Townsend, Cruz, Stevenson, Menser

2. 21-11 Motion to declare emergency to purchase pipe for the Madison Square Shopping Center through noncompetitive negotiations as provided in KRS 45A.380

RESULT: ADOPTED [UNANIMOUS]
MOVER: Adam Townsend, Ward 3
SECONDER: Frank Stevenson, Ward 5
AYES: Cavanaugh, Space, Townsend, Cruz, Stevenson, Menser

11. WARRIOR COAL TO ADDRESS CITY COUNCIL

12. ADJOURNMENT

RESULT: ADOPTED [UNANIMOUS]
MOVER: Adam Townsend, Ward 3
SECONDER: Tony Space, Ward 2
AYES: Cavanaugh, Space, Townsend, Cruz, Stevenson, Menser

Minutes Acceptance: Minutes of Aug 2, 2021 4:30 PM (Approval of Minutes)

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**SPECIAL CALLED MEETING OF THE MADISONVILLE, KENTUCKY CITY COUNCIL
COUNCIL CHAMBERS CONFERENCE ROOM, 77 N MAIN STREET, 2ND FLOOR,
MADISONVILLE, KY 42431**

August 11, 2021 at 11:30 AM

MINUTES

I. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Kevin Cotton	Mayor	Present	
Misty Cavanaugh	Ward 1	Present	
Tony Space	Ward 2	Present	
Adam Townsend	Ward 3	Present	
Amy Cruz	Ward 4	Present	
Frank Stevenson	Ward 5	Present	
Chad Menser	Ward 6	Present	

II. RESOLUTIONS:

1. Permission to declare 900 and 912 South Main Street as Surplus Property

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Tony Space, Ward 2
SECONDER:	Frank Stevenson, Ward 5
AYES:	Cavanaugh, Space, Townsend, Cruz, Stevenson, Menser

2. Bids for Mahr Park Barn B

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Frank Stevenson, Ward 5
SECONDER:	Tony Space, Ward 2
AYES:	Cavanaugh, Space, Townsend, Cruz, Stevenson, Menser

III. ITEMS FOR DISCUSSION

1. Discussion of Tax Increment Financing
2. Review of Mining Maps

IV. ADJOURNMENT

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Minutes Acceptance: Minutes of Aug 11, 2021 11:30 AM (Approval of Minutes)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Adam Townsend, Ward 3
SECONDER:	Chad Menser, Ward 6
AYES:	Cavanaugh, Space, Townsend, Cruz, Stevenson, Menser

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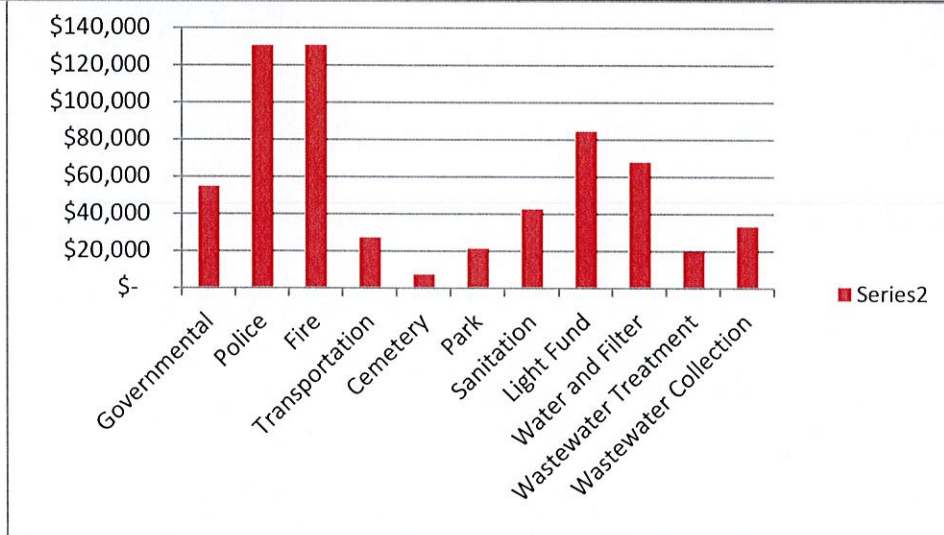
Our Core Values: Integrity, Professionalism, Excellence, Service, Commitment, and People

Bills and Payroll for Council Meeting 8/16/2021

Co#	Bank#	Fund Name	
100	1	General Fund	\$ 120,494.30
			\$ 30,570.26
		Total General Fund	\$ 151,064.56
190	9	Sanitation	\$ 98,081.85
		Total Sanitation	\$ 98,081.85
200	9	Electric/Utility Office	\$ 75,270.76
		Total Electric/Utility Office	\$ 75,270.76
210	8	Water and Filter	\$ 66,069.12
		Total Water Filter	\$ 66,069.12
	9	Waste Water Collection and Treatment	\$ 52,245.29
		Total Wastewater Collection and Treatment	\$ 52,245.29

Estimated Payroll

Co#	Dept #	Department Name	Amount
100	Various	Governmental	\$ 54,340
100	2100	Police	\$ 130,232
100	2300	Fire	\$ 130,532
100	3300	Transportation	\$ 26,807
100	5000	Cemetery	\$ 7,065
100	7000	Park	\$ 20,951
190	3100	Sanitation	\$ 42,224
200	1000/4500	Light Fund	\$ 84,121
200	4700/4600	Water and Filter	\$ 67,528
200	2000	Wastewater Treatment	\$ 19,590
200	2001	Wastewater Collection	\$ 32,916
		Total Payroll	\$ 616,306



Number of Employees paid August 6, 2021

CMP	DEPT	NAME	DATE	TOTAL	FULL	PART
100	1100	ELECTED OFFICIALS	8/06/21	7	1	6
100	1200	ADMINISTRATION	8/06/21	11	10	1
100	1400	FINANCE	8/06/21	5	5	
100	1500	CITY CLERK	8/06/21	3	3	
100	1600	AIRPORT	8/06/21	4	4	
100	1700	ZONING	8/06/21	2	2	
100	2100	POLICE DEPT-MADISONVILLE	8/06/21	49	47	2
100	2150	POLICE FICA	8/06/21	3	2	1
100	2151	DISPATCH	8/06/21	15	15	
100	2200	ALCOHOLIC BEVERAGE CONTROL	8/06/21	1		1
100	2300	FIRE DEPT-MADISONVILLE	8/06/21	64	64	
100	2350	FIRE FICA/NON HAZARDOUS	8/06/21	1	1	
100	3300	TRANSPORTATION DEPT	8/06/21	21	21	
100	5000	CEMETERY DEPARTMENT	8/06/21	6	6	
100	7000	PARK DEPARTMENT	8/06/21	11	11	
100	7100	POOL EMPLOYEES	8/06/21	8		8
100	7200	MAHR PARK	8/06/21	8	7	1
190	3100	SANITATION DEPARTMENT	8/06/21	26	26	
200	1000	UTILITY OFFICE	8/06/21	15	15	
200	4500	LIGHT DISTRIBUTION DEPT	8/06/21	20	20	
210	2000	WASTEWATER TREATMENT	8/06/21	8	8	
210	2001	WASTEWATER COLLECTION	8/06/21	20	20	
211	4600	FILTER DEPARTMENT	8/06/21	11	11	
211	4700	WATER DEPARTMENT	8/06/21	17	17	
Totals				336	316	20

Communication: Bills & Payroll (Approval of Bills and Payroll)

CMP	DEPT	NAME	REGULAR	OVERTIME	SPC-OVT	TOTAL
100	1100	ELECTED OFFICIALS	4,592.78	.00	.00	4,592.78
100	1200	ADMINISTRATION	23,916.53	10.92	.00	23,927.45
100	1400	FINANCE	12,382.49	457.07	.00	12,839.56
100	1500	CITY CLERK	7,857.75	.00	.00	7,857.75
100	1700	ZONING	3,945.43	.00	.00	3,945.43
100	1900	CITY ENGINEER	.00	.00	.00	.00
100	2200	ALCOHOLIC BEVERAGE	1,176.92	.00	.00	1,176.92
		Total Government	53,871.90	467.99	.00	54,339.89
100	2100	POLICE DEPT-MADISO	106,261.90	18,443.62	.00	124,705.52
100	2150	POLICE FICA	4,213.06	1,313.29	.00	5,526.35
		Total Police	110,474.96	19,756.91	.00	130,231.87
100	2300	FIRE DEPT-MADISONV	84,417.65	43,569.88	1,620.27	129,607.80
100	2350	FIRE FICA/NON HAZA	923.71	.00	.00	923.71
		Total Fire	85,341.36	43,569.88	1,620.27	130,531.51
100	3300	TRANSPORTATION DEP	26,402.28	404.72	.00	26,807.00
		Total Transportati	26,402.28	404.72	.00	26,807.00
100	5000	CEMETERY DEPARTMEN	7,044.79	19.80	.00	7,064.59
		Total Cemetery	7,044.79	19.80	.00	7,064.59
100	7000	PARK DEPARTMENT	15,477.62	557.81	.00	16,035.43
100	7100	POOL EMPLOYEES	4,393.14	522.50	.00	4,915.64
		Total Park	19,870.76	1,080.31	.00	20,951.07
190	3100	SANITATION DEPARTM	41,482.93	741.50	.00	42,224.43
		Total Sanitation	41,482.93	741.50	.00	42,224.43
200	1000	UTILITY OFFICE	24,275.78	242.61	.00	24,518.39
200	1001	METER READING	.00	.00	.00	.00
200	4500	LIGHT DISTRIBUTION	56,983.96	2,618.78	.00	59,602.74
		Total Utility Offi	81,259.74	2,861.39	.00	84,121.13
210	2000	WASTEWATER TREATME	19,481.02	109.08	.00	19,590.10
210	2001	WASTEWATER COLLECT	32,162.99	752.92	.00	32,915.91
		Total Wastewater T	51,644.01	862.00	.00	52,506.01
211	4600	FILTER DEPARTMENT	15,301.00	1,569.07	.00	16,870.07
211	4700	WATER DEPARTMENT	48,910.62	1,747.34	.00	50,657.96
		Total Water	64,211.62	3,316.41	.00	67,528.03
		Grand Totals	541,604.35	73,080.91	1,620.27	616,305.53

Communication: Bills & Payroll (Approval of Bills and Payroll)

CMP	DEPT	NAME	REGULAR	OVERTIME	SPC-OVT	TOTAL
100	1100	ELECTED OFFICIALS	.00	.00	.00	.00
100	1200	ADMINISTRATION	268.75	.50	.00	269.25
100	1400	FINANCE	178.00	14.00	.00	192.00
100	1500	CITY CLERK	71.74	.00	.00	71.74
100	1700	ZONING	77.00	.00	.00	77.00
100	1900	CITY ENGINEER	.00	.00	.00	.00
100	2200	ALCOHOLIC BEVERAGE	.00	.00	.00	.00
		Total Government	595.49	14.50	.00	609.99
100	2100	POLICE DEPT-MADISO	3,639.50	426.00	.00	4,065.50
100	2150	POLICE FICA	206.00	40.50	.00	246.50
		Total Police	3,845.50	466.50	.00	4,312.00
100	2300	FIRE DEPT-MADISONV	4,960.00	1,964.75	64.75	6,989.50
100	2350	FIRE FICA/NON HAZA	68.00	.00	.00	68.00
		Total Fire	5,028.00	1,964.75	64.75	7,057.50
100	3300	TRANSPORTATION DEP	1,596.25	13.50	.00	1,609.75
		Total Transportati	1,596.25	13.50	.00	1,609.75
100	5000	CEMETERY DEPARTMEN	393.00	1.00	.00	394.00
		Total Cemetery	393.00	1.00	.00	394.00
100	7000	PARK DEPARTMENT	622.00	29.50	.00	651.50
100	7100	POOL EMPLOYEES	431.50	34.00	.00	465.50
		Total Park	1,053.50	63.50	.00	1,117.00
190	3100	SANITATION DEPARTM	1,952.50	25.25	.00	1,977.75
		Total Sanitation	1,952.50	25.25	.00	1,977.75
200	1000	UTILITY OFFICE	1,052.00	9.75	.00	1,061.75
200	1001	METER READING	.00	.00	.00	.00
200	4500	LIGHT DISTRIBUTION	1,534.25	45.00	.00	1,579.25
		Total Utility Offi	2,586.25	54.75	.00	2,641.00
210	2000	WASTEWATER TREATME	661.25	3.25	.00	664.50
210	2001	WASTEWATER COLLECT	1,476.00	31.25	.00	1,507.25
		Total Wastewater T	2,137.25	34.50	.00	2,171.75
211	4600	FILTER DEPARTMENT	758.25	54.00	.00	812.25
211	4700	WATER DEPARTMENT	1,836.75	59.00	.00	1,895.75
		Total Water	2,595.00	113.00	.00	2,708.00
		Grand Totals	21,782.74	2,751.25	64.75	24,598.74

Communication: Bills & Payroll (Approval of Bills and Payroll)

Madisonville Fire Dept.

Monthly Total June/July 2021



INCIDENT TYPE		# INCIDENTS
MEDICAL		189
FIRE		85
TOTAL		274
# OVERLAPPING		% OVERLAPPING
53		19%
PRE-INCIDENT VALUE		LOSSES
\$58,741,100.00		\$314,235.00
DISPATCH TO RESPONDING (AVG: 0:01:23)		
	MEDICAL	FIRE
Station #1	0:01:24	0:01:21
Station #2	0:01:23	0:01:20
Station #3	0:01:21	0:01:20
Station #4	0:01:10	0:02:00
DISPATCH TO ARRIVAL (AVG: 0:04:27)		
	MEDICAL	FIRE
Station #1	0:04:33	0:04:10
Station #2	0:04:16	0:03:51
Station #3	0:05:00	0:04:41
Station #4	0:05:33	0:04:21
AVERAGE TIME ON SCENE		Monthly Training Hours
24 min 26 seconds		1807
INSPECTIONS		
Pre-Incident Plans		105
Fire Prevention Inspections		10
Code Enforcement Cases		275
COMMUNITY OUTREACH		
Community Programs		26
Smoke Alarms Issued		5

MADISONVILLE FIRE DEPARTMENT

June-July 2021	
INCIDENT TYPE	# INCIDENTS
111 - Building fire	8
112 - Fires in structure other than in a building	1
113 - Cooking fire, confined to container	1
117 - Commercial Compactor fire, confined to rubbish	1
118 - Trash or rubbish fire, contained	1
132 - Road freight or transport vehicle fire	1
140 - Natural vegetation fire, other	1
142 - Brush or brush-and-grass mixture fire	1
143 - Grass fire	3
150 - Outside rubbish fire, other	1
154 - Dumpster or other outside trash receptacle fire	1
160 - Special outside fire, other	1
251 - Excessive heat, scorch burns with no ignition	2
311 - Medical assist, assist EMS crew	169
322 - Motor vehicle accident with injuries	16
324 - Motor vehicle accident with no injuries.	4
412 - Gas leak (natural gas or LPG)	6
413 - Oil or other combustible liquid spill	1
440 - Electrical wiring/equipment problem, other	1
441 - Heat from short circuit (wiring), defective/worn	2
442 - Overheated motor	1
444 - Power line down	1
462 - Aircraft standby	1
463 - Vehicle accident, general cleanup	2
542 - Animal rescue	2
550 - Public service assistance, other	1
551 - Assist police or other governmental agency	1
561 - Unauthorized burning	6
611 - Dispatched & cancelled en route	9
622 - No incident found on arrival at dispatch address	1
651 - Smoke scare, odor of smoke	1
700 - False alarm or false call, other	2
710 - Malicious, mischievous false call, other	1
715 - Local alarm system, malicious false alarm	1
730 - System malfunction, other	3
733 - Smoke detector activation due to malfunction	5
735 - Alarm system sounded due to malfunction	2
736 - CO detector activation due to malfunction	1
740 - Unintentional transmission of alarm, other	1
743 - Smoke detector activation, no fire - unintentional	4
745 - Alarm system activation, no fire - unintentional	6
TOTAL INCIDENTS:	274

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Communication: Fire Department Report (Department Reports)

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero. emergencyreporting.com
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Packet Pg. 12



% of TOTAL
2.92%
0.36%
0.36%
0.36%
0.36%
0.36%
0.36%
0.36%
1.09%
0.36%
0.36%
0.36%
0.73%
61.68%
5.84%
1.46%
2.19%
0.36%
0.36%
0.73%
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0.73%
0.73%
0.36%
0.36%
2.19%
3.28%
0.36%
0.36%
0.73%
0.36%
0.36%
1.09%
1.82%
0.73%
0.36%
0.36%
1.46%
2.19%
100%

Madisonville Fire Dept.

June/July 2021 Pre-Incident Surveys



1	Alkire Properties	424 E Broadway ST #A,B,&C
2	Alkire Properties	438 E Broadway ST
3	All Occasions Formal	905 Nebo
4	Amerit (AT&T Truck Repair Garage)	1056 Island Ford RD
5	Arby's	1375 N Main ST
6	AT&T	1050 Island Ford RD
7	Automotive Express (Muffler Express)	873 S Main st.
8	Avizion Glass	44 N Franklin ST
9	Baptist Health Urgent Care	1851 N. Main St.
10	Beer, Wine & Liquor Outlet	225 W Center
11	Behavior Resources Inc	16 Court ST
12	Belvia's Hair Salon	222 E Arch ST
13	Benchmark Family Services	1830 Lantaff BLVD
14	Blades	231 N Main ST
15	Blue Boy Landscaping	1380 Island Ford RD
16	Bluegrass Pharmacy / Home Medical	1128 N Main ST
17	Brother's BBQ	1055 N Main ST
18	Browning Springs Middle School	357 W Arch ST
19	Carhartt Cutting Facility	4550 Hanson RD
20	Carris Counseling And Behavioral Health Group	4730 Hanson RD
21	Cavanaugh Pools	951 National Mine DR
22	Center Street Custom Wheels and Tire Accessories	751 E Center ST
23	Champion Trophies	1235 S Main ST
24	Comfort Inn	545 Powell DR
25	CR Machine Shop	555 Brown Ln
26	Cracker Barrel Old Country Store	1780 E Center ST
27	Crist Dentistry	1340 S Main ST
28	Cross Creek Apartments	1505 Island Ford RD
29	Cute Nails & Spa	233 Madison Square DR
30	Cynthia's Before and After Hair Salon *(VACANT)*	314A N Kentucky AVE
31	Dave's Sticky Pig	206 Madison Square DR
31	Dollar Tree	1777 S Main ST
33	Dos Copas	571 E Center ST #C
34	E&L Pets	107 Madison Square DR
35	E&M HVAC	98 Nebo RD
36	Elk Creek Manor Apartments	150 Hickory DR
37	Exotic Florist	1909 South Main ST
38	Father and Son Liquors (Bassett)	36 Bassett AVE
39	First Baptist Church	246 N Main ST
40	First Care Clinic	1350 N Main ST
41	First Line Fire Extinguisher	1503 W Noel AVE
42	First Presbyterian Church	260 W Mclaughlin AVE
43	First United Bank	1080 N Main ST
44	Franklin Financial	113 E Center ST
45	Franklin Financial Group	329 N Main ST
46	Franklin, Gordon, and Hobgood Attorneys at Law	23 Court ST
47	Galaxy Sports	30 N Main ST
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Communication: Fire Department Report (Department Reports)

Madisonville Fire Dept.

June/July 2021 Pre-Incident Surveys



48	Golden Glaze	67 N Franklin ST
49	Grapevine Elementary School	1150 Hayes AVE
50	Heights Finance	1365 S Main ST
51	Hidden Hills Apartments	516 Conner CT
52	Ideal Corporate	4470 Hanson RD
53	Ideal Market #1	1150 S Main ST
54	Innovation Station	38 W Arch ST
55	James Madison Middle School	510 Brown RD
56	Jesse Stuart Elementary School	1710 Anton RD
57	Kelly's Concrete Place	918 S Main ST
58	Ken Gibson Realty	257 N Main ST
59	Kentucky Farm Bureau	585 Nebo
60	Kentucky Physical Therapist Specialist	1075 N Main ST
61	Knight Technologies	1227 S Main ST
62	KY Department of Transportation	56 Federal ST
63	Liquor Stop II	4805 Hanson RD
64	Little Bethal Baptist	445 Thompson AVE
65	Madisonville Church of Christ	1035 N Main ST
66	Madisonville Fire Dept, Station #2	99 E McLaughlin AVE
67	Madisonville Sand & Gravel	510 McCoy AVE
68	Mason & Sons Funeral Home	409 E Noel AVE
69	McCay Chiropractic	920 S Main ST
70	Michael Hollyburton Attorney at Law	54 S Main ST
71	Mutt City	575B McCoy AVE
72	New Horizons Realty	671 E Arch ST
73	Off Center Auto Repair	782 E Center St ST
74	Office of the Commonwealth's Attorney	52 E Broadway ST
75	Pennyrile Gymnastics	52 Bassett AVE
76	Pride Avenue School	861 Pride AVE
77	Quality Pizza	733 E Center ST
78	Red Cardinal Inn	4765 Hanson RD
79	Riddle Legal Group	39 S Main ST
80	River City Pawn	710 E Center ST
81	Saint Mary's Episcopal Church	163 N Main ST
82	Show and Tell	513 E Center ST
83	Springer Law Firm	18 Court ST
84	Steven's Transmission	30 Oakdale AVE
85	Stinnett Properties	1300 S Main ST
86	Sunoco Gas Station #9021288	600 W Noel AVE
87	Sunshine Oil and Gas	458 N Main ST
88	Swaggy P's	818 S Main ST
89	Synergy Counseling	554 E Arch ST
90	Tangles Hair Salon (Not in business)	579 E Broadway ST
91	The Technology Department	1028 N Main ST
92	Todd's Gymnastics	548 S Main ST

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Communication: Fire Department Report (Department Reports)

Madisonville Fire Dept.

June/July 2021 Pre-Incident Surveys



93	Train To Win Sports/Premiere Fitness (Business has closed as of 6/14/21)	210 E Arch ST
94	U.S. Bank	665 E Center ST
95	United States Postal Service	117 W Center ST
96	Vette Dreams	18 N Franklin ST
97	VFW Post #5480	201 Mcleod LN
98	Virge Pest Pro	671 E Arch ST
99	Wellness Family Chiropractic	2720 N Main ST
100	Wendy's	803 E Center ST
101	West Broadway Elementary School	127 W Broadway ST
102	Willow Run Apartments	901 Princeton RD
103	Woodruff Supply	628 Lincoln AVE
104	Workforce Connections/ MSHA/ Hopkins Count Coal Academy.	150 School AVE
105	WTTL	265 S Main ST

Communication: Fire Department Report (Department Reports)

Madisonville Fire Dept.

June/July 2021 Events



Maintenance

	07/17/2021	Public Relations Presence	Removed damaged flags at Historical Courthouse
	07/27/2021	Public Relations Presence	Install new halyard and flags at Historical Courthouse

Public Relations

	06/05/2021	Public Relations Presence	Station Tour
	06/05/2021	Public Relations Presence	Soap Box Derby
	06/05/2021	Public Relations Presence	Soap Box Derby
	06/12/2021	Public Relations Presence	Rosenwald Unity Court Classic
	06/22/2021	Public Relations Presence	Assisted motorist with changing flat tire
	07/04/2021	Public Relations Presence	Super Hero Sunday

Community Events

	6/5/2021	Community Event	Grapevine Mountain Bike Trail Opening
	06/29/2021	Community Event	Unity Park Dedication
	07/02/2021	Community Event	Traffic Control 4th Fest
	07/02/2021	Community Event	4th Fest Traffic Control
	07/02/2021	Community Event	4th Fest
	07/03/2021	Community Event	Fourth Fest
	07/04/2021	Community Event	Firework Fire Watch
	07/04/2021	Community Event	Traffic Control 4th fest
	07/04/2021	Community Event	4th Fest Park Detail
	07/27/2021	Community Event	Hopkins County Fair EMS Tent Detail
	07/29/2021	Community Event	Hopkins Co. Fair Monster Trucks
	07/29/2021	Community Event	Hopkins County Fair
	07/30/2021	Community Event	Hopkins Co. Fair
	07/31/2021	Community Event	Hopkins Co. Fair (Truck and Tractor Pull)
	07/31/2021	Community Event	Hopkins Co. Fair

Public Education

	7/20/2021	YMCA Daycare	Fire Safety
	06/29/2021	Public Education	Fire Station Tour
	07/05/2021	Station Tour	Station Tour

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Communication: Fire Department Report (Department Reports)

**CITY OF MADISONVILLE
RESOLUTION**

RESOLUTION TO DECLARE RECEIPT PRINTERS AS SURPLUS

WHEREAS, the City of Madisonville - Utility Office has nine receipt printers to be declared surplus; and

WHEREAS, the City of Madisonville requests to dispose of the receipt printers by means appropriate according to KRS 82.083.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS: The nine receipt printers are now declared as surplus property. The City is authorized to dispose of the computers by means according to KRS 82.083.

ADOPTED on this 16th day of August, 2021.

ATTEST:

**CITY OF MADISONVILLE
RESOLUTION**

SURPLUS OF FOUR MACK TRUCKS

WHEREAS, the Public Works Director has four Mack Trucks owned by the City of Madisonville to be declared surplus; and

WHEREAS, the Public Works Director requests to dispose the Mack Trucks by means appropriate according to KRS 82.083. The four Mack Trucks are described as follows:

2021 Mack LR64
side arm garbage truck.
1M2LR2GCMM003796

2021 Mack LR64
side arm garbage truck.
1M2LR2GC4MM003797

2021 Mack LR64
side arm garbage truck
1M2LR2GC6MM003798

2021 Mack TE64
front end loader truck
1M2TE2G0MM005073

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Mack Trucks are now declared as surplus property.
2. The City is authorized to dispose of the miscellaneous property by means according to KRS 82.083.

ADOPTED on this 16th day of August, 2021.

ATTEST:

**CITY OF MADISONVILLE
RESOLUTION**

ACCEPT BID FOR WASTEWATER PUMP

WHEREAS, the City of Madisonville advertised bids for a Waste Water Pump to be opened on August 12, 2021 at 11:00 a.m.; and

WHEREAS, the City of Madisonville received one bid as follows:

Name	Bid Amount
Xylem	\$65768.40

WHEREAS, Xylem was the only bid received and met all specifications that were required by the City of Madisonville.

NOW THEREFORE, BE IT RESOLVED that the City Council accepts and awards the bid to Xylem for waste water pump in the amount of \$65,768.40.

ADOPTED on this 16th day of August, 2021.

ATTEST:

City of Madisonville, KY

Bid Opening Waste Water Pump

Date of Bid Opening: 8/12/2021

Time of Bid Opening: 11:00 am local time

Location of Bid Opening: 67 N Mai/n St, Madisonville, KY 42431

Name	Total bid
Xylem	\$65,768.40

Attachment: WW PUMP (1899 : Accept Bid for WasteWater Pump)


**Xylem Water Solutions USA, Inc.
Flygt Products**

July 27, 2021

9745 Hedden Road
Evansville, IN 47725
Tel 812/602-6800
Fax 812/402-6128

City of Madisonville Wastewater Collection
604 McCoy Ave.
Madisonville KY 42431

Quote # 2021-EVN-0144 Alternate 1, Version 3
Project Name: Madisonville
Job Name: Westside

Pump

Qty	Part Number	Description
1	00323166500000	Flygt NP 3231, 63-680, 435 mm Intended for semi permanent wet installation, guiding claw included other installation components to be ordered individually Hard iron impeller and insert ring Drive Unit: 665 6 pole, 110 hp, 460 V, Std motor Cooling jacket for direct media cooling Insulated support bearing Material Shaft: AISI 431 Stainless steel Supervision FLS, leakage detector, in junction box FLS, leakage detector, in stator housing PT-100 in one stator winding PT-100 in lower bearing Pump memory
80	94 19 96	CABLE,SUBCAB S3X50+3X25/3+ S(4X0.5) 39MM

MAS 801

Qty	Part Number	Description
1	823 07 00	MONITOR,PUMP MAS800 CU
1	823 06 00	MONITOR,PUMP MAS800 BU
1	822 48 00	PANEL,OPERATOR 402 7"
1	14-40 41 10	TRANSFORMER,CURRENT 200:1

Labor

Qty	Part Number	Description
8	14-69 00 29	LABOR,MOBILE FLYGT Z7-TP MODELS: 3000,7000,8000

Total Price: \$65,768.40



Glenn Fischer
Sales Representative
Phone: 812/602-6800
Cell: 812/455-3474
glenn.fischer@xylem.com
Fax: 812/402-6128

Attachment: WW PUMP (1899 : Accept Bid for WasteWater Pump)





**Xylem Water Solutions USA, Inc.
Flygt Products**

Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2021-EVN-0144 Alternate 1, Version 3
 Customer Name: City of Madisonville Wastewater Collection
 Job Name: Westside
 Total Amount: \$ 65,768.40
 (excluding freight)

Signature: _____	Name: _____ (PLEASE PRINT)
Company/Utility: _____	PO: _____
Address: _____	Date: _____
_____	Phone: _____
_____	Email: _____
_____	Fax: _____

Attachment: WW PUMP (1899 : Accept Bid for WasteWater Pump)



**CITY OF MADISONVILLE
RESOLUTION**

ACCEPT BID FOR SEPTAGE RECEIVING STATION

WHEREAS, the City of Madisonville advertised bids for a Septage Receiving Station to be opened on August 13, 2021 at 2:00 p.m.; and

WHEREAS, the City of Madisonville received one bid as follows:

Name	Bid Amount
Hydro Dyne Engineering	\$206,038.00

WHEREAS, Hydro Dyne Engineering was the only bid received and met all specifications that were required by the City of Madisonville.

NOW THEREFORE, BE IT RESOLVED that the City Council accepts and awards the bid to Hydro-Dyne Engineering for the Septage Receiving Station in the amount of \$206,038.00.

ADOPTED on this 16th day of August, 2021.

ATTEST:

**CITY OF MADISONVILLE
RESOLUTION**

RESOLUTION FOR SUPPLEMENTAL RESIDENTIAL DEVELOPMENT INCENTIVES

WHEREAS, on March 18, 2019, the City of Madisonville adopted Resolution R-2019-19 which approved a Housing Incentive Policy to promote the planned, orderly and stable residential development in the City of Madisonville; and

WHEREAS, consistent with the previous resolution the City of Madisonville adopts this Resolution as an incentive to further promote the development of residential housing within the City limits of Madisonville;

NOW, THEREFORE, BE IT RESOLVED BY THE LEGISLATIVE BODY OF THE CITY OF MADISONVILLE, KENTUCKY:

1. In order to be eligible for the incentives set forth in this Resolution a developer must develop a minimum of ten residential lots up to a maximum of 15 residential lots per developer. Development must commence in 2021 and progress without significant interruption or delay until all qualifying lots have been developed. For the purpose of this incentive program, development or complete development shall mean the construction of buildable lots. A buildable lot is a lot that meets the minimum requirements of the City of Madisonville Development Standards, such as, but not limited to having road frontage on a City dedicated and accepted street.
2. The City of Madisonville will pay the developer the sum of \$2,500 per lot upon approval of the proposed development or preapproved plat by the Madisonville-Hopkins County Joint Planning Commission identifying the lots subject to the proposed incentives and a written commitment from the developer to commence development of the lots during 2021.
3. The City of Madisonville will pay the developer an additional \$2,500 upon completion and dedication of a street meeting all City of Madisonville specifications for a public street within six months following commencement of development or when at least 75% of the residential lots have been developed, whichever occurs first. In the event the Developer fails to meet the expectations of this agreement within twelve (12 months) the developer shall return any monies that was received from the City of Madisonville.
4. The incentives set forth in this Resolution are being offered on a first come, first served basis. The incentives set forth in this Resolution shall terminate if not renewed or extended by the City when 70 residential lots have been developed from and after the date of this Resolution.
5. All applications for incentives pursuant to this Resolution shall be made in writing and shall be accompanied by a plat identifying the proposed development and the number of lots to be developed therein.

ADOPTED on this 16th day of August, 2021.

ATTEST:

**CITY OF MADISONVILLE
RESOLUTION**

**ACCEPT THE OFFER TO SELL THE SURPLUS PROPERTY LOCATED AT 900 & 912
SOUTH MAIN STREET, MADISONVILLE, KENTUCKY**

WHEREAS, the City of Madisonville listed the property at 900 & 912 South Main Street for sale with Dean Sheets of Heritage Home Real Estate for the price of \$180,000.00; and

WHEREAS, Heritage Home Real Estate has received an offer to sell the property in the amount of \$175,000.00 as shown on the contract attached as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the City Council accepts the offer of \$175,000.00 and allows Mayor Kevin Cotton to sign the Uniform Sales and Purchase Contract and all necessary paperwork to sell the property at 900 and 912 South Main Street, Madisonville, Kentucky for the price of \$175,000.00 to Joseph Peyton.

ADOPTED on this 16th day of August, 2021.

ATTEST:

MADISONVILLE-HOPKINS COUNTY BOARD OF REALTORS®
UNIFORM SALES & PURCHASE CONTRACT

(This is a legally binding contract. If not understood, seek competent advice.)

HERITAGE HOMES

Board Member, Broker

HERITAGE HOMES

Cooperating Board Member, Broker

DEAN SHEETS

Selling Agent

DEAN SHEETS

Listing Agent

8/12/21

Date

1. TERMS AND CONDITIONS: Seller agrees to sell and Buyer agrees to buy property located at 900/912
S. Main St. Madisonville, Ky
 recorded in Deed Book 784 Page No. 312 in the county of Hopkins, Kentucky,
 being in size _____ or 2.46 acres, more or less.

2. PROPERTY INCLUDED: The property purchased hereunder shall include the land, together with all improvements thereon, all appurtenant rights, privileges, easements that are now located on the real estate and used in connection therewith.

3. PRICE AND TERMS: The sum of ONE HUNDRED SEVENTY FIVE THOUSAND
 (\$ 175,000) payable as follows: \$ 175,000 cash including the deposit; balance, if any, of
 \$ _____ to be financed by the Buyer on _____ loan plan.

If appraised value is less than sales price, buyers and sellers reserve the right to renegotiate or terminate contract and earnest money to be returned to the buyers.

Buyer agrees to apply for the above mentioned loan within three (3) business days from the date of acceptance of this contract and shall proceed with due diligence to obtain said loan. Should Buyer be unable to obtain a loan approval subject to title opinion on or before _____ this contract shall be null and void, and the earnest money shall be refunded, with both parties signing a release to this effect.

4. EARNEST MONEY: The Earnest Money in the amount of \$ _____ shall be placed into an escrow account of _____. The earnest money deposit shall only be removed from the real estate broker's escrow account upon performance (closing), written agreement of the parties, a court order, or in accordance with KRS 324.111(4).

I, _____, hereby acknowledge receipt of earnest money in the amount of \$ _____ which will be held in accordance with the terms herein.

5. PROPERTY TAXES: All taxes due and payable in the calendar year 2021 shall be prorated between buyer and seller from January 1 to date of deed; or _____

6. CLOSING: The date of Closing shall be Nov 12, 2021, or before, if mutually agreeable to Buyer and Seller.

7. POSSESSION: Seller shall deliver possession to Buyer on D.O.D, _____ ☐ AM ☐ PM, if mutually agreeable to Buyer and Seller. Until such time, Seller shall have the right of possession free of rent, but shall pay for all utilities used. If Seller cannot deliver possession on the agreed date, Seller agrees to pay an occupancy fee of \$ _____ per day, the receipt of which will not constitute a waiver of and by the Buyer to seek such other and equitable remedies for Seller's failure to deliver possession.

8. TITLE: An unencumbered, marketable title to said property to be conveyed by deed of General Warranty, except recorded restrictions as to use and improvements, utility easements of record, and except applicable regulations imposed by the Planning and Zoning Commission, and except any mineral previously conveyed or reserved. Should title to the property prove defective and a remedy is not possible, or if the seller refuses to remedy the defect, the Seller is to pay the cost of the title opinion. The Seller and Buyer may enter into a written agreement as to details and time allowed for remedy of the defect at Seller's cost or the Buyer may choose to void the contract and have his earnest money deposit refunded.

Title to be taken in the name of JOSEPH CARL PEYTON
 (Marital Status) M and the address to be shown on the deed as PO Box 483
Madisonville, Ky 42421

Buyer's Initials JCA Date 8-12-21 Time 10:00 AM Buyer's Agent Initials MS Date 8/12/21 Time 10:00
 Seller's Initials _____ Seller's Agent Initials MS Date 8/12/21 Time 10:25

Page 1 of 3

Revised 08/17

Property: 900/912 S. Main St. Madisonville, Ky

9. DISCLOSURE FORMS: Buyer's initials acknowledges receipt of:

Seller Disclosure of Property Condition Form _____, Agency Disclosure Form J.P., and Lead Based Paint Disclosure Form J.P., or _____

10. SQUARE FOOTAGE: Buyer is advised that representations relating to square footage are approximate and are not warranted. The BUYER is advised to make an independent determination of the total square footage and to satisfy themselves regarding the garage(s) capacity prior to entering into this contract.

11. INTERNET SERVICES: Buyer is advised to independently seek information from service providers to satisfy him/herself regarding the type and quality of internet services available at the property prior to entering into this contract.

12. RISK OF LOSS OR DAMAGE: All risk of loss or damage to the Real Estate by fire, windstorm, or casualty, or other cause remains with the Seller until date of Closing. If the property is destroyed by any of the afore mentioned, this contract shall be null and void at the option of the Buyer and the earnest money returned to Buyer. Buyer is responsible for home owners insurance effective the date of closing.

13. MAINTENANCE: Until physical possession is delivered, Seller agrees to maintain any heating, cooling, plumbing, mechanical, electrical systems, and any appliances and equipment in normal operating condition capable of continued service, and to keep the roof water-tight and to maintain the grounds. Seller agrees that at the date of occupancy the Real Estate will be in the same condition as it is presently (except for normal wear and tear). Seller further warrants that there presently exists no latent defects known to the Seller which would materially impair the fitness of the Real Estate for the purpose of its intended use, except as set forth in the Seller Disclosure of Property Condition.

14. INSPECTIONS: Seller to provide utilities to property for inspections. Buyer shall be responsible for any damage to Real Estate or personal property of Seller by Buyer or Buyer's inspectors or contractors. Buyer may have inspections made at Buyer's expense to determine whether there are undisclosed material defects in the property, improvements, or personal property (if personal property is included), including presence of wood destroying organisms, and verification of the accuracy of all information contained in the Multiple Listing Service (MLS) and any other forms of advertising provided as a service of the Madisonville-Hopkins County Board of REALTORS®, Inc. Buyer shall notify Seller or Seller's agent in writing **within fifteen (15) days of the date of acceptance of Contract** of any such defects, presence of wood destroying organisms or MLS inaccuracies. If Buyer fails to give such notice within the time specified, Buyer shall be deemed to have accepted the property, improvements, and personal property in the condition as of the date of acceptance of contract. If Buyer gives such notice within the time specified, this Contract shall terminate, with the Earnest Money Deposit refunded to Buyer or Buyer's agent, **UNLESS, within five (5) days after receipt of Buyer's notice**, Seller and Buyer enter into a written agreement for remedy of the defect(s) described in the notice to the Seller. Buyer has the right to make a final inspection before settlement.

Seller, upon failure to enter into a written agreement with Buyer for the remedy of said defects, does hereby release any claim to the earnest money and authorizes return thereof to Buyer without notice pursuant to KRS 324.111(6).

WAIVER: Buyer's Initials waives all inspections of the Property and relies solely upon the Buyer's examinations of the Property and releases Seller and Brokers from any and all liability relating to any defect or deficiency affecting the Property. This release shall survive the closing. **Buyer's Initials** J.P.

15. DEFAULT: (a) If Buyer fails to perform the agreements of this Contract, within the time set forth herein, Seller shall be entitled to all remedies available in law or in equity for Buyer's breach hereof. The Earnest Money set forth in Paragraph 4 shall not be considered liquidated damages, but rather shall be applied to reduce the damages sustained by Seller. (b) If Seller fails to perform any of the agreements of this Contract, all Earnest Money or other deposits made by Buyer shall be returned to Buyer in accordance with Paragraph 4 or the Buyer may bring suit against Seller for damages resulting from the breach of Contract or for specific performance. Buyer's remedies are cumulative and not exclusive of one another, and all other remedies shall be available in either law or equity to Buyer for Seller's breach thereof. Either party may demand specific performance of this agreement.

16. INDEMNITY: Buyer and Seller recognize that the Brokers and their respective agents and employees involved in the purchase/sale of the Real Estate are relying on all information provided herein and/or supplied by Seller or Seller's sources and/or supplied by Buyer or Buyer's sources in connection with the Real Estate. Buyer and Seller agree to indemnify and hold harmless the Brokers, their agents and employees, from any and all claims, demands, damages, lawsuits, liabilities, costs and expenses (including, but not limited to, reasonable attorney's fees) arising out of any negligence, misrepresentation, intentional acts, or concealment of facts by Seller or Seller's sources and/or any negligence, misrepresentation, intentional acts, or concealment of facts by Buyer or Buyer's sources.

Buyer's Initials J.P. Date 8-12-21 Time 10:00 AM Buyer's Agent Initials MB Date 8/12/21 Time 10:00 Page 2 of 3
 Seller's Initials _____ Seller's Agent Initials MB Date 8/12/21 Time 10:25 Revised 08/17

Property:

17. ADDITIONAL TERMS AND CONDITIONS: (a) Where the context requires, the terms Seller and Buyer shall include the masculine as well as the feminine and the singular as well as the plural. (b) There are no agreements, promises, or understandings between the parties except as specifically set forth in this Contract. No alterations or changes shall be made to this Contract unless the same are in writing and signed or initialed by the parties hereto. (c) The provisions of this Contract shall survive the Closing and shall not merge in any Deed of conveyance herein. (d) This Contract shall be construed under the laws of the Commonwealth of Kentucky.

18. SPECIAL PROVISIONS AND/OR CONTINGENCIES:

ACCEPTANCE: This offer shall remain open for acceptance by the Seller, by his/her signature affixed hereto, at or prior to _____ ☐ AM ☐ PM on _____. If accepted within such time, this Contract shall be in full force and effect.

Joseph Carl Peyton 8-12-21 10:AM

SELLER'S ACCEPTANCE OF BUYER'S OFFER

The undersigned Seller has read and fully understands the foregoing and hereby accepts said offer and agrees to convey the real estate according to the above terms.

Seller (signature)	Date/Time	Seller (signature)	Date/Time
--------------------	-----------	--------------------	-----------

SELLER'S ☐ REJECTION OF BUYER'S OFFER OR ☐ COUNTEROFFER
(check one)

The undersigned Seller rejects the above offer but counteroffers, accepting all terms of the Buyer's offer except the following:

ACCEPTANCE: This counter-offer shall remain open for acceptance by the Buyer, by his/her signature affixed hereto, at or prior to _____ ☐ AM ☐ PM on _____. If accepted within such time, this Contract shall be in full force and effect.

Seller (signature)	Date/Time	Seller (signature)	Date/Time
--------------------	-----------	--------------------	-----------

BUYER'S ☐ ACCEPTANCE OR ☐ REJECTION OF SELLER'S COUNTEROFFER
(check one)

Buyer (signature)	Date/Time	Buyer (signature)	Date/Time
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HERITAGE HOMES

—Real Estate—

INSPECTIONS

PROPERTY ADDRESS 900/912 S MAIN St.

Heritage Homes Real Estate and DEAN SHEETS agent, recommend that, as a buyer, you need to order inspections and/or property survey. A partial list of vendors is available upon your request. We furnish a list only as a convenience to Buyers/Sellers. Neither Heritage Homes Real Estate, nor any of its agents make any recommendations. You may choose freely from list, or someone you know.

☐ I/We, the Buyer(s) will order our own inspections and immediately notify our Realtor for scheduling.

☐ I/We, the Buyer(s) authorize our Realtor to order our inspections from our selected vendor at our cost.

☒ I/We, the Buyer(s) waive our right to do inspections and surveys and accept the property "AS IS". I further understand that Heritage Homes Real Estate, nor above agent, have made any warranties of any kind to Buyer(s).

BUYER Joseph Carl Payton DATE 8-12-21

BUYER _____ DATE _____



The Kentucky Real Estate Commission's A GUIDE TO AGENCY RELATIONSHIPS

KENTUCKY REAL ESTATE
COMMISSION
Public Protection Cabinet
500 Mero Street
Frankfort, Kentucky 40601
(502) 564-7760
<http://krec.ky.gov>

9.A.F.a

This brokerage is required by law to ask you to sign this as a way to acknowledge that you have received it. This is not a contract. Your signature below will not obligate you to work with this brokerage if you do not want to.

Whether you are selling, buying, or leasing real estate in the Commonwealth of Kentucky, this Guide will help you understand the various agency relationships available to you. This brokerage is providing you this Guide as an introduction to their professional real estate brokerage services. Depending on your specific needs, this brokerage will offer you valuable assistance to achieve your goals.

This is not a contract or agreement for services. Your signature on this Guide is simply to acknowledge receipt and by law the real estate licensee presenting you this Guide must ask for your signature. Prior to the exchange of confidential information that could be interpreted as an agency relationship, you will be asked to consent in writing to a specific Agency Relationship for a contemplated transaction.

This is a brief overview of real estate brokerage in the Commonwealth of Kentucky. To practice real estate brokerage for compensation, a person must be appropriately licensed, which requires extensive education and testing. There are two types of licenses, broker and sales associate. A principal broker is the person responsible for the operation of the real estate brokerage company. Licensed brokers and sales associates affiliate with a principal broker to engage in real estate brokerage. _____ is the principal broker of _____, and can be reached at _____.

To provide real estate brokerage services, a principal broker enters into an agency relationship with a client to act as an agent to represent the client's interests and provide necessary guidance to complete real estate transactions. A licensee affiliated with the principal broker may be your direct contact during a transaction and, depending on the type of agency, may also be your exclusive agent. These agency relationships are explained in more detail below. Each relationship imposes fiduciary duties owed by the agent to a client. A principal broker may also provide services to a party who is not a client and owe limited, or no, fiduciary obligations to that party, or, by written agreement, provide other than the minimum services proscribed by law. To learn more, reference Kentucky Revised Statutes, Chapter 324 and Kentucky Administrative Regulations, Title 201, Chapter 11.

Carefully read about the available agency relationships below and ask the licensee providing you this Guide any questions you may have to better understand agency. The duties and responsibilities of the Principal Broker, affiliated licensees, and _____ in a real estate transaction do not relieve the seller, buyer, lessor, or lessee from the duty and responsibility to protect their own interests. You are advised to carefully read all agreements to assure that they adequately express your understanding of the transaction. The principal broker and affiliated licensees are qualified to advise on real estate brokerage and transaction matters only. IF YOU NEED LEGAL OR TAX ADVICE, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.

Single Agency: In a Single Agency relationship, the principal broker of a brokerage, and all affiliated licensees, act as an agent for a client who is a seller or buyer, or a lessor or lessee, on one side of a transaction. If a party on the other side of the transaction is represented by an agent, that agent will be affiliated with another principal broker at another brokerage.

Dual Agency: In a Dual Agency relationship, the principal broker of a brokerage, and all affiliated licensees, simultaneously act, in a limited fiduciary capacity, as agents for different clients who are either seller and buyer, or lessor and lessee, in the same transaction. Dual Agency relationships frequently occur when a listing agent simultaneously represents both seller and buyer clients in the same transaction and must take care to adequately represent the interests of both clients.

Designated Agent: As an alternative to Single Agency, in a Designated Agent relationship, one or more affiliated licensees are designated by their principal broker to act as an agent for a client who is a buyer or seller, or a lessor or lessee, to the exclusion of all other licensees affiliated with that principal broker. The principal broker shall not designate himself or herself as a designated agent. None of the other licensees affiliated with the principal broker represent the client in the transaction. Reference KRS 324.121(1).

Designated Agency: As an alternative to Dual Agency, in a Designated Agency relationship, two or more Designated Agents within one brokerage act as agents for their respective clients on different sides of a transaction, while their principal broker and any designated manager simultaneously act in a limited fiduciary capacity as a dual agent for all clients on both sides of the transaction. This type of agency relationship allows Designated Agents affiliated with same principal broker to offer each client exclusive representation with full fiduciary obligations, not limited as they would be in a Dual Agency relationship, while still safeguarding clients' confidential information. Reference KRS 324.121(2).



The Kentucky Real Estate Commission's A GUIDE TO AGENCY RELATIONSHIPS

9.A.F.a

KENTUCKY REAL ESTATE
COMMISSION
Public Protection Cabinet
500 Mero Street
Frankfort, Kentucky 40601
(502) 564-7760
<http://krec.ky.gov>

Transactional Brokerage: In a Transactional Brokerage relationship, the principal broker of a brokerage, and an affiliated licensee(s), if so designated by the principal broker, provide real estate brokerage services to either, or both, party(ies) to a transaction. They owe the party(ies) only the duties of good faith and fair dealing, and do not relay confidential information between the parties, unless so directed by the sending party. A party to Transactional Brokerage is not a client or prospective client.

Unrepresented Party: From time to time in a real estate transaction, a party will not be represented by an agent, but will otherwise interact with a licensee. This party is known as an Unrepresented Party and a licensee owes an Unrepresented Party the duties of good faith and fair dealing. An Unrepresented Party is not a client or prospective client. If you elect to be an Unrepresented Party to a transaction, take the steps necessary to protect your best interests. If the other party is represented by an agent, you may be at a disadvantage in the transaction due to the skill and experience of that agent.

Real Estate Teams: In the course of your real estate transaction, you may engage with a real estate team. Teams are defined as a group of more than one licensee working together who are affiliated with the same principal broker, led by a team leader, and representing themselves to the public utilizing the same authorized alternate or assumed name to brand, advertise, and broker real estate. Teams form for a variety of reasons, including sharing branding and expenses, to broker real estate under the supervision of the principal broker. A team does not operate independently of the principal broker or agency law and must not represent themselves as a separate brokerage providing real estate brokerage services. Make sure you understand who specifically is representing you as an agent if you choose to work with a team.

Confidential Information: If you are a client or prospective client as defined by law, you are owed the fiduciary obligation of confidentiality, which means that the licensee must protect information provided by you that would materially compromise your negotiating position in a transaction if disclosed to the other party, unless disclosure is required by law. You may also designate in writing other information you wish to maintain confidential. If you have any questions or concerns about confidentiality, seek a satisfactory answer prior to providing the information you wish to maintain confidential. During the course of a transaction, including when sending offers, information delivered to the other party will not be confidential unless a previous agreement is in place to maintain confidentiality.

Cooperation: This brokerage may, during the course of a transaction, share fees or compensation with another company. This typically occurs when a listing brokerage shares compensation with another brokerage representing a buyer for a specific listed property. The fact that companies may share compensation during the course of a transaction does not mean that you are in an Agency Relationship with any brokerage. If you are concerned about compensation and how it may be shared, seek a satisfactory answer prior engaging in a transaction.

Fair Housing Statement: It is illegal, pursuant to the Kentucky Fair Housing Law and Federal Fair Housing Law, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, or refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status, disability, national origin, sexual orientation (in some counties) or gender identity (in some counties) or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the providing of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

We hope you find this information helpful as you begin your real estate transaction. When you are ready to enter into a transaction, you will be asked to sign an Agency Consent Agreement that specifically identifies the Agency Relationship between you, the Principal Broker of this brokerage, and any affiliated licensees. Please ask questions if there is anything you do not understand.

Your signature below will not obligate you to work with this brokerage if you do not choose to do so. A copy of this signed Guide to Agency Relationships will be provided to you and a record of it maintained by the brokerage. Please add this Guide to your records for reference even if you refuse to sign.

Prospective Client Signature	Date
X [Signature]	[Date]
Prospective Client Signature	Date
X [Signature]	[Date]



City Council
77 N. Main St.
Madisonville, KY 42431

SCHEDULED

ITEM FOR DISCUSSION (ID # 1897)

Meeting: 08/16/21 04:30 PM
Department: City Clerk Department
Category: Street Closure
Prepared By: Kim Blue
Initiator: Kim Blue
Sponsors:
DOC ID: 1897

10.A

Request for Sugg Street to be closed for various dates

The Sugg Street Downtown Merchants are requesting a portion of Sugg Street closed for events on the following dates:

- **Closure Dates: Thursday, Sept. 9; Thursday, Oct. 21; and Thursday, Dec. 16**
- Street: Sugg Street between Main Street and the Railroad tracks.
- Time: 4 p.m. - 8 p.m.
- For: "Sipping on Sugg" from 5:00 to 8 p.m. A shopping and food truck event.

- **Closure Date: Sat. Dec. 18**
- Street: Sugg Street between Main Street and the Railroad tracks.
- Time: 10 a.m. - 2 p.m.
- Holiday Shopping Event and Visit from Santa